

EXHIBIT “E”

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*Attorneys for Plaintiffs, Elaine Levins and
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

ELAINE LEVINS and WILLIAM LEVINS,
on behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

HEALTHCARE REVENUE RECOVERY
GROUP, LLC d/b/a ARS ACCOUNT
RESOLUTION SERVICES, and JOHN AND
JANE DOES 1 THROUGH 25,

Defendants.

Case 1:17-cv-00928-RBK-KMW

PLAINTIFFS' DISCLOSURES

Plaintiffs, Elaine Levins and William Levins by and through counsel, in accordance with
Fed.R.Civ.P. 26(1)(a), disclose:

1. *“the name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment”*:

Plaintiffs, who can be contacted through their counsel, have knowledge as to their receipt of the voice mail messages alleged in the Amended Complaint.

2. *“a copy – or a description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment”*:

None.

3. *“a computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered”:*

Plaintiff does not assert any actual damages. Plaintiff asserts a claim for statutory damages in an amount as allowed by the Court pursuant to 15 U.S.C. § 1692k(a)(2)(A). If this action is certified under Fed.R.Civ.P. 23, Plaintiff asserts a claim for statutory damages on behalf of the certified class pursuant to 15 U.S.C. § 1692k(a)(2)(B).

4. *“for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment”:*

None.

STERN THOMASSON LLP
Attorneys for Plaintiffs, Elaine Levins and William
Levins
By: s/Philip D. Stern

Dated: December 16, 2018

Philip D. Stern